

Invoice



Date	Invoice #
8/24/2006	CM81809

Bill To	Ship To
City of Milpitas 1265 N. Milpitas Blvd. Milpitas, CA 95035 Attn: David Bialczak	City of Milpitas 1265 N. Milpitas Blvd. Milpitas, CA 95035 Attn: David Bialczak

Description	Qty	Rate	Amount
EMC Documentum AX/WX Concurrent Connection (Live System Licenses) (25-49)	35	289.00	10,115.00
EMC Documentum AX/WX Concurrent Connection (PAWS System License)	1	570.00	570.00
EMC Documentum Web Access - Public Access License (50-74 License Tier)	1	5,700.00	5,700.00
EMC Documentum OCR Server	1	380.00	380.00
EMC Documentum ProIndex Full Text Client (1-49)	2	38.00	76.00
EMC Documentum ProIndex Full Text Server	1	570.00	570.00
EMC Documentum Media Perpetual License	1	570.00	570.00
Kofax Ascent Capture Volume 25K/MO: SN#NF39008	1	594.00	594.00
Fujitsu fi-4220C Document Scanner	1	100.00	100.00
Software/Hardware Maintenance Agreement Renewal Start Date: 06/29/2006 End Date: 06/28/2007			
Subtotal			\$18,675.00
Sales Tax (8.25%)			\$0.00
Total			\$18,675.00
Payments/Credits			\$0.00
Balance Due			\$18,675.00



Software / Hardware Maintenance Agreement RENEWAL

Document and Data Management Solutions

197 East Hamilton Avenue
Campbell, CA 95008
Phone: 800.233.5006 Fax: 408.866.4803

Send Invoices To:

Client: City of Milpitas
Attn: David Bialczak
Address: 1265 N. Milpitas Blvd.
City, State, Zip: Milpitas, CA 95035
Phone: 408.586.2707

Software / Hardware Location:

Client: City of Milpitas
Attn: David Bialczak
Address: 1265 N. Milpitas Blvd.
City, State, Zip: Milpitas, CA 95035
Phone: 408.586.2707

Customer ID	Salesperson	Customer P.O. #	Peelle Invoice #
COM0001	Jim Detrick		

Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
35	EMC Documentum AX/WX Concurrent Connection (Live System Licenses)	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 289.00	\$ 10,115.00
1	EMC Documentum AX/WX Concurrent Connection (PAWS System License)	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 570.00	\$ 570.00
1	EMC Documentum Web Access - Public Access License (50-74 License Tier)	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 5,700.00	\$ 5,700.00
1	EMC Documentum OCR Server	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 380.00	\$ 380.00
1	EMC Documentum ProIndex Full Text Server	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 570.00	\$ 570.00
2	EMC Documentum ProIndex Full Text Client	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 38.00	\$ 76.00
1	EMC Documentum Media Distribution Perpetual License	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 570.00	\$ 570.00
1	Kofax Image Products Ascent Capture (25K image/month volume license)	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 594.00	\$ 594.00

Continued



Software / Hardware Maintenance Agreement **RENEWAL**

Document and Data Management Solutions

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Customer ID	Salesperson	Customer P.O. #	Peelle Invoice #
CM0001	Jim Detrick		

Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
1	Fujitsu fi-4220C Document Scanner	Monday – Friday 8:00am - 5:00pm PST	6/29/06	6/28/07	\$ 100.00	\$ 100.00
Notes: The annual maintenance/support cost for the EMC Documentum and Kofax software products includes software updates. On-site software support will be billed at the rate of \$175.00 per hour, portal to portal, with a two-hour minimum charge.						Total: \$18,675.00

Please acknowledge your acceptance with a signed copy of the Maintenance Agreement and your purchase order. Faxed copies are acceptable and may be faxed directly to the Contract Administration Department at 408.866.4803.

Sev Trujillo – Contract Administrator 8/24/2006
Authorized Peelle Representative/Title Date

Authorized Client Representative/Title Date

AGREEMENT TERMS AND CONDITIONS

1) **Maintenance/Support Services:** Peelle Technologies, Inc. (hereafter referred to as Peelle) will provide software/hardware maintenance services for the products listed within this Software/Hardware Maintenance Agreement (hereafter referred to as Agreement).

2) **Charges:** Customer will pay all applicable taxes and the amount shown within thirty (30) days. Interest payment of 1.5% compounded monthly shall be added to those invoices not paid within thirty (30) days of invoiced date.

3) **Maintenance/Support Services:** Peelle will supply the following maintenance/support services:

Software: All software releases/updates made available by the software manufacturer during the term of this Agreement. Hardware: All parts, labor and materials necessary to maintain products covered by this Agreement. Unless otherwise noted on page two (2) of this Agreement, services will be performed during Peelle's normal business hours. Normal business hours are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays). Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com.

4) **Service Response Time:** Software: Peelle shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Agreement, and shall be available to receive notification by the Customer of any software problem. Unless otherwise specified on page two (2) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within four (4) hours of receipt of notification. In the first instance, Peelle shall attempt to diagnose the reported problem via telephone and/or e-mail and, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Customer carry out any required standard operational maintenance or simple adjustments which the Customer can reasonably be expected to conduct. If the reported problem is not resolved through telephone and/or e-mail guidance, Peelle shall arrange for a system engineer to visit the Customer's site during Peelle's normal business hours as defined in Paragraph three (3) above. Hardware: Unless otherwise specified on page two (2) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within twenty-four (24) hours of receipt of notification.

5) **Limitations of Service:** Maintenance/support services provided under this Agreement do not include:

- a.) Cost of bringing product(s) to maintenance status prior to placing under maintenance.
- b.) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation or relocation by Customer, work performed on equipment by personnel other than Peelle employees or Peelle subcontractors, causes beyond Peelle's control, nor does it include the loss of data, production or employee productivity.
- c.) Furnishing consumable supplies or accessories as specified by the manufacturer.
- d.) Hardware with missing or altered serial numbers.
- e.) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, Peelle will provide services at Peelle's then current standard service rates.

6) **Customer Responsibility:** Customer is responsible for:

- a.) Running diagnostic tests before having a product serviced under this Agreement.
- b.) Having a valid backup of data at all times to maintain original operating system, data and application software.
- c.) Promptly notifying Peelle of any need for service and making product(s) available to Peelle engineers.

7) **Renewal:** This Agreement shall be in effect beginning on the Start Date as noted on page one (1). Thereafter, this Agreement shall automatically renew under the same terms and conditions for successive twelve (12) month terms.

8) **Cancellation:** Customer may terminate this agreement for any reason with thirty (30) days written notice prior to the renewal anniversary date. Peelle may terminate this Agreement at any time for any reason with thirty (30) days written notice. Peelle will issue a prorated credit for any remaining prepaid agreement coverage.

9) **Rate Changes:** The maintenance/support rates stated within this Agreement will not change during the effective dates specified for this Agreement. All rates are adjustable after the contract expiration date. All charges are payable in advance of the contract period.

10) **Entire Agreement:** Customer acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposal or prior agreement, oral or written.

11) **Limitation of Liability:** Customer must provide Peelle with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. Peelle will only be liable for the amount of the payment which has already been paid to Peelle for the service in question.